

4298
1 BILL NO. S-78-11-25

2 SPECIAL ORDINANCE NO. S-220-78

3 AN ORDINANCE approving a contract for
4 Street Improvement Resolution No. 5819-1978,
5 between the City of Fort Wayne, Indiana,
6 and Moellering Construction Co., Inc. for
7 resurfacing certain streets.

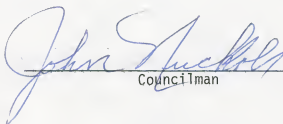
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
9 INDIANA;

10 SECTION 1. That a certain contract, dated November 6, 1978, between
11 the City of Fort Wayne, Indiana, by and through its Mayor and the Board of
12 Public Works, and Moellering Construction Co., Inc., for:

13 resurfacing and restoring pavement on Ewing Street
14 from the south property line of Jefferson Street to
15 the north property line on Baker Street, and Runnion
16 Avenue from the south property line of Spring Street
17 to the north curb line of Main Street,

18 under Board of Public Works Street Improvement Resolution No. 5819-1978,
19 at a total cost of \$126,322.50, all as more particularly set forth in
20 said contract which is on file in the Office of the Board of Public Works
21 and is by reference incorporated herein and made a part hereof, be and
22 the same is in all things hereby ratified, confirmed and approved.

23 SECTION 2. That this Ordinance shall be effective upon passage
24 and approval by the Mayor.

25 
26 Councilman

27
28
29
30
31 APPROVED AS TO FORM
32 AND LEGALITY, _____


CITY ATTORNEY

Read the first time in full and on motion by Nuckols; seconded by

Aten, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 11-14-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Stier,

seconded by Hunter, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT | TO-WIT: |
|-------------|----------|-------|-----------|----------|---------|
| TOTAL VOTES | <u>5</u> | _____ | _____ | <u>4</u> | _____ |
| BURNS | <u>X</u> | _____ | _____ | _____ | _____ |
| HINGA | _____ | _____ | _____ | <u>X</u> | _____ |
| HUNTER | <u>X</u> | _____ | _____ | _____ | _____ |
| MOSES | <u>X</u> | _____ | _____ | _____ | _____ |
| NUCKOLS | _____ | _____ | _____ | <u>X</u> | _____ |
| SCHMIDT, D. | _____ | _____ | _____ | <u>X</u> | _____ |
| SCHMIDT, V. | _____ | _____ | _____ | <u>X</u> | _____ |
| STIER | <u>X</u> | _____ | _____ | _____ | _____ |
| TALARICO | <u>X</u> | _____ | _____ | _____ | _____ |

DATE: 11-28-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 8-220-78 on the 28th day of December, 1978.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th

day of December, 1978, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 4th day of December, 1978.

at the hour of 9:30 o'clock A. M., E.S.T.

Rahat Elamshong
MAYOR

Bill No. S-78-11-25

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract for Street Improvement Resolution No. 5819-1978,
between the City of Fort Wayne, Indiana, and Moellering Construction
Co., Inc. for resurfacing certain streets

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance do PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

John Nuckols
Paul M. Burns
DJ Schmidt
James S. Stier
11-28-78

CONCURRED IN
DATE _____ CHARLES W. WINTERMAN, CITY CLERK

CONTRACT

This Agreement, made and entered into this 6th day of November, 1978

by and between _____

-----MOELLERING CONSTRUCTION CO., INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Resolution No. 5819-1978: To improve by resurfacing and restoring pavement on Ewing Street from the south property line of Jefferson St. to the north property line on Baker St., and Runnion Avenue from the south property line of Spring St. to the north curb line of Main St.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5819-78 attached hereto and by reference made a part hereof.

and at the following prices per linear foot

At the following prices:

| | | |
|---|--|------------|
| Pavement Removal | Four dollars and seventy-five cents per square yard | 4.75 |
| H.A.C. #9 Binder | Twenty-one dollars and twenty-five cents per ton | 21.25 |
| H.A.C. #11 Binder | Twenty dollars and no cents per ton | 20.00 |
| H.A.C. A-2 Surface | Twenty-three dollars and no cents per ton | 23.00 |
| Joint & Crack Sealer | Five hundred thirty dollars and no cents per ton | 530.00 |
| Water Valves Adjust & Set to Grade | Seventy dollars and no cents for each | 70.00 |
| Catch Basins Adjust & Set to Grade | One hundred fifty dollars and no cents for each | 150.00 |
| Manholes Adjust & Set to Grade | One hundred twenty-five dollars and no cents for each | 125.00 |
| New Standard C.B.'s (In Place) Complete | One thousand one hundred fifty dollars and no cents for each | 1,150.00 |
| Marshall Verification Tests | One hundred twenty-five dollars and no cents for each | 125.00 |
| TOTAL | One hundred twenty-six thousand three hundred twenty-two dollars and fifty cents | 126,322.50 |

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

the above
5819-1978

and in all respects completed on or before June 1, 1979 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 20th
day of October, 1978

Corporate Secretary

BY:

Contractor, Party of the First Part.

ATTEST:

Secretary and Clerk

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we -----

-----MOELLERING CONSTRUCTION CO., INC.-----Contractors

as principal, and -----

-----RELiance INSURANCE COMPANY-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED TWENTY-
SIX THOUSAND THREE HUNDRED TWENTY-TWO DOLLARS AND FIFTY CENTS-----

-----(\$ 126,322.50)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----MOELLERING CONSTRUCTION CO., INC.-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a

-----Pavement

on Resolution No. 5819-1978 ----- Street from ----- To improve by resurfacing and

restoring pavement on Ewing Street from the south property line of Jefferson St.

to the north property line on Baker St., and Runnion Ave. from the south property

line of Spring St. to the north curb line of Main St.-----

----- according to certain plans and specifications, and
for a period of three years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said -----

MOELLERING CONSTRUCTION CO., INC.----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 20th day of October 1978

ATTEST:

Carol A. Miller
Corporate Secretary

MOELLERING CONSTRUCTION CO., INC. (SEAL)

BY: Carl W. Moellering (SEAL)

ITS: Executive Vice President (SEAL)

Carl W. Moellering Executive Vice President

Approved this ----- day of -----

ATTEST:

Secretary and Clerk

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we _____

-----MOELLERING CONSTRUCTION CO., INC.-----

as principal, and _____

-----RELiance INSURANCE COMPANY-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of, ONE HUNDRED
TWENTY-SIX THOUSAND THREE HUNDRED TWENTY-TWO DOLLARS AND FIFTY CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 126,322.50) -----

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 20th day of December, 1978

ATTEST:

Charles A. Able
Corporate Secretary

MOELLERING CONSTRUCTION CO., INC. (SEAL)

BY: Carl W. Moschiano (SEAL)

ITS: Carl W. Moschiano Executive Vice-President (SEAL)

_____(SEAL)

Approved this _____ day of _____

ATTEST:

Secretary and Clerk

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

OCTOBER 6, 1978

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5819 1978

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1. EWING STREET - From the south property line of Jefferson Street to the north property line on Baker Street.
2. RUNNION AVENUE - From the south property line of Spring Street to the north curb line of Main Street.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula) ...

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies appropriated from Revenue Sharing Funds.

ADOPTED, this _____ day of _____, 1978.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller, Clerk

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY

THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCT., NOV. AND DEC., 1978. in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

| TRADES OR OCCUPATION | CLASS | RATE PER HR. | HSW | PEN | VAC | APP. | MISC. |
|---|------------|--------------|---------|---------|-----|------|---------|
| ASBESTOS WORKER | S | 12.60 | 55¢ | 1.25 | | | 3if |
| BOILERMAKER | S | 13.25 | 1.17½ | 1.00 | | 3¢ | |
| BRICKLAYER | S | 11.14 | 45 | 50 | | 1 | 4if |
| CARPENTER (BUILDING) (HIGHWAY) | S | 10.57 | | 6¢ | | 8 | 2if |
| | S | 10.23 | 60 | 60 | | 5 | 2if |
| CEMENT MASON | S | 9.70 | 75 | 80 | | 1 | |
| ELECTRICIAN | S | 12.00 | 50 | 3¢+30 | | 6 | |
| ELEVATOR CONSTRUCTOR | S | 11.63½ | 89½ | 69 | 8¢ | 6 | |
| GLAZIER | S | 10.79 | | 25 | 40 | 4 | 25¢hold |
| IRON WORKER | S | 11.80 | 90 | 1.30 | | 2 | 2if |
| LABORER (BUILDING) (HIGHWAY) (SEWER) | S-SS US | 7.70-8.70 | 70 | 50 | | 9 | |
| | S-US-SS | 7.60-8.45 | 70 | 50 | | 9 | |
| | S-US-SS | 7.60-8.40 | 70 | 50 | | 9 | |
| LATHER | S | 10.60 | | 60 | | 1 | 2if |
| MILLWRIGHT & PILEDRIVER | S | 10.90 | | 6¢ | | 8 | 2if |
| OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER) | S-SS US | 8.10-11.90 | 55 | 65 | | 9 | |
| | S-SS-US | 8.16-10.87 | 55 | 65 | | 8 | |
| | S-SS-US | 8.16-10.87 | 55 | 65 | | 5 | |
| | S-SS-US | 8.16-10.87 | 55 | 65 | | 5 | |
| PAINTER | S | 9.25-10.25 | 50 | 65 | | 12 | 6misc. |
| PLASTERER | S | 9.74 | 60 | 80 | | 2 | |
| PLUMBER & STEAMFITTER | S | 12.10 | 55 | 90 | | 7 | 4if |
| MOSAIC & TERRAZZO GRINDER | S | 8.75-10.80 | | | | | |
| ROOFER | S | 10.90 | | 10 | | | |
| SHEETMETAL WORKER | S | 11.98 | 50 | 60 | | 10 | 14if |
| TEAMSTER (BUILDING) (HIGHWAY) | S-SS US | 9.18-10.13 | 26.00pw | 31.00pw | | | |
| | S-SS-US | 8.75-9.35 | 27.50pw | 31.00pw | | | |

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file

DATED THIS 28 DAY OF Sept, 19 78

Wayne T. Kessler
REPRESENTING GOVERNOR, STATE OF INDI
Harold R. White
REPRESENTING THE AWARDED AGENT
Frank M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

MOELLERING CONSTRUCTION COMPANY, INC.
P. O. BOX 1168
FORT WAYNE, INDIANA 46801

as Principal, hereinafter called Contractor, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with principal offices at 4 Penn Center Plaza, Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

THE BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, FORT WAYNE, INDIANA

as Obligor, hereinafter called Owner, in the amount of *** ONE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED TWENTY-TWO AND 50/100 ***** Dollars (\$ 126,322.50),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated OCTOBER 9, 19 78, entered into a contract with Owner for IMPROVEMENT RESOLUTION NO. 5819-78 - RESURFACE EWING STREET FROM JEFFERSON TO BAKER STREET; RESURFACE RUNNION AVENUE FROM SPRING TO MAIN STREET

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

CITY OF FORT WAYNE

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or -

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses even though there should be a default or a

succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this

9TH

day of OCTOBER

MOELLERING CONSTRUCTION COMPANY, INC.

(Principal)

(Seal)

CARL W. MOELLERING, EXEC. VICE-PRESIDENT

RELIANCE INSURANCE COMPANY

ROGER CURRY, ATTORNEY-IN-FACT

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

MOELLERING CONSTRUCTION COMPANY, INC.
P. O. BOX 1168
FORT WAYNE, INDIANA 46801

as Principal, hereinafter called Principal, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with principal offices at 4 Penn Center Plaza, Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

THE BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, FORT WAYNE, INDIANA

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

*** SIXTY-THREE THOUSAND ONE HUNDRED SIXTY-ONE AND 25/100 ***

Dollars (\$ 63,161.25),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated OCTOBER 9, 19 78, entered into a contract with Owner for

IMPROVEMENT RESOLUTION NO. 5819-78 - RESURFACE EWING STREET FROM JEFFERSON TO BAKER STREET; RESURFACE RUNNION AVENUE FROM SPRING TO MAIN STREET

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)
CITY OF FORT WAYNE

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served

by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction and in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

9TH

day of

OCTOBER

19 78

Elizabeth Newton
(Witness)

MOELLERING CONSTRUCTION COMPANY, INC. (Seal)
(Principal)

Carl W. Moellering
CARL W. MOELLERING, EXEC. VICE-PRESIDENT

RELIANCE INSURANCE COMPANY

Roger Curry
ROGER CURRY, ATTORNEY-IN-FACT

Labor and Material Payment Bond
Revised February, 1970
SB 5715a(2) Printed in U.S.A.
BDR-2304A - Ed. August, 1970

Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment

RELiance INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Roger Curry, David S. Curry and Elizabeth Newton, individually, of Bloomington, Indiana

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 21st day of August, 1978.

RELiance INSURANCE COMPANY



R. S. Bedworth
Vice-President

STATE OF Pennsylvania
COUNTY OF Philadelphia ss.

On this 21st day of August, 1978, personally appeared R. S. Bedworth

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereof, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

April 7, 1980



Margaret A. Cunningham
Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James A. Daily, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by the RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 9TH day of OCTOBER, 1978.



James A. Daily
Assistant Secretary

4298

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT - ST. IMPROV. RES. NO. 5819-78 - EWING & RUNNION

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-78-11-25

SYNOPSIS OF ORDINANCE CONTRACT FOR STREET IMPROVEMENT RESOLUTION NO. 5819-1978, FOR RESURFACING
AND RESTORING PAVEMENT ON EWING STREET FROM JEFFERSON TO BAKER STREET, AND RUNNION AVENUE FROM
SPRING STREET TO MAIN STREET, MOELLERING CONSTRUCTION CO., INC., CONTRACTOR FOR THE PROJECT,
IN THE AMOUNT OF \$126,322.50

(CONTRACT ATTACHED)

EFFECT OF PASSAGE RESURFACING OF THE ABOVE-DESCRIBED STREETS

EFFECT OF NON-PASSAGE INABILITY TO PROCEED AS PLANNED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$126,322.50 FROM MVH SPECIAL DISTRIBUTION
FUND

ASSIGNED TO COMMITTEE